



August 28, 1985

Part Q

Exhibit B provides for the establishment of the St. Louis Park Contingency Fund ("Contingency Fund"). This Contingency Fund is to be used, all as more fully stated in Exhibit B itself, for certain expenditures under the RAP. Exhibit B also provides, pursuant to paragraph 15 thereof, that the agreement itself may become null and void as to the further performance of the obligations of St. Louis Park if Reilly is dissolved, liquidated or otherwise fails to perform any of its obligations under Exhibit B, the Consent Decree and the RAP. In the event paragraph 15 of Exhibit B becomes operative and monies exist in the Contingency Fund, then the Contingency Fund shall come under the control of the Court. Monies shall thereafter be disbursed from the Contingency Fund only upon order of the Court after hearing the comments of the United States, the State, St. Louis Park and any other affected city. Monies shall be disbursed from the Contingency Fund only for the funding of tasks or measures required of Reilly by the RAP, including noncontingent measures. Upon the termination of the Consent Decree, the Parties agree and stipulate that the Court shall disburse whatever funds remain in the Contingency Fund to St. Louis Park for use by St. Louis Park without restriction as to purpose.

St. Louis Park/Reilly Agreement

August 28, 1985

15. This Agreement shall be null and void as to further performance and/or funding obligations of St. Louis Park if Reilly is dissolved, liquidated or otherwise fails to perform any of its obligations under this Agreement, the Consent Decree and the RAP.

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July 1, 1985 proposal
U.S./MN

Q

REILLY AGREEMENT WITH ST. LOUIS PARK

Attached to this Consent Decree as Exhibit B, is an agreement between Reilly and St. Louis Park, under which Reilly delegates certain of its ^{rights and} responsibilities under this Consent Decree to St. Louis Park. Exhibit B is an integral and enforceable part of this Consent Decree only as to the rights and responsibilities between Reilly and St. Louis Park. No other Party to this Consent Decree is a party to Exhibit B. Exhibit B is not a novation or release of the responsibilities to the United States, the State or Hopkins, imposed upon Reilly by this Consent Decree, ~~including the RAP~~.
Notwithstanding Exhibit B, Reilly shall retain all of its rights and responsibilities to the United States, the State and Hopkins for and during the duration of the Consent Decree, ~~including the RAP~~.
Reilly shall remain responsible to SLP to perform all its responsibilities under the C.D., except those delegated to SLP under Exhibit B.
~~Reilly may employ St. Louis Park as its delegate under Exhibit B to assist Reilly in performing its responsibilities under the Consent Decree, including those imposed upon Reilly under the RAP.~~
as long as SLP remains in compliance with Exhibit B.
~~However,~~ *to* the extent St. Louis Park performs any responsibility imposed upon Reilly under the Consent Decree, including the RAP, it is understood among the Parties that St. Louis Park is acting on behalf of Reilly as its delegate and that Reilly remains responsible to the United States, the State and Hopkins for the performance of the responsibilities imposed upon Reilly by the Consent Decree, including the RAP. The United States and the

In regard to such performance by SLP, the U.S. and the State shall correspond with SLP and due dates shall be run from receipt of notice by SLP. Copies of all such notices to and other correspondence with SLP shall be sent contemporaneously to Reilly.

agree to review, evaluate, and respond to any submittals and performances made by St. Louis Park as Reilly's delegate under Exhibit B. The United States' or the State's acceptance of any performance by St. Louis Park of any responsibility imposed upon Reilly by the Consent Decree, including the RAP, shall not create a novation. The Parties further agree that the use of any review or dispute provisions under the Consent Decree by St. Louis Park in performing any of Reilly's responsibilities, ~~under the RAP,~~ pursuant to Exhibit B, binds Reilly to the result of the review or the dispute resolution, ^{provided Reilly has received timely notice thereof} Any Court review sought by St. Louis Park in carrying out Reilly's responsibilities under the RAP shall include notification in St. Louis Park's petition for review that it is acting on Reilly's behalf as its delegate, and Reilly shall be bound by the Court's determination, ^{provided Reilly received timely notice thereof.}

The United States and the State agree that where St. Louis Park is performing, as Reilly's delegate, a responsibility imposed upon Reilly under the Consent Decree, including the RAP, and this responsibility is not performed in a satisfactory or timely manner, or it is anticipated that this responsibility will not be performed in a satisfactory or timely manner, the ~~RA~~ ^{and/or} ~~Director~~ ^{Project Leader} and/or ~~MPCA Project Leader~~ ^{shall} may notify Reilly in writing of such failure of performance or anticipated failure of performance. Reilly shall be excused from making any payments under Part M or any other law with respect to such a failure.

in performance unless such failure continues more than thirty (30) days after receipt of notice, in which case Reilly shall only make payments under Part M or any other law for each day such failure continues beyond the thirtieth day after receipt of notice.

However, failure to provide Reilly with such written notice shall not relieve Reilly of any of its responsibilities to the United States or the State under the Consent Decree, ~~including the RAP~~, except the responsibility to make payments ^{under Part M or any other law} for each day of failure of performance prior to the thirtieth day after receipt of notice.

In the event of Reilly's ^{files} bankruptcy or ^{becomes} insolvency, ^{+ prior to making all grants to} the monies ~~In the Reilly-St. Louis Park Contingency Fund~~ created under Exhibit B, ~~the monies in the fund~~ ^{shall be applied only to fulfill Reilly's responsibilities} ~~under the RAP.~~ ^{which St. Louis Park has undertaken pursuant to Exhibit B.}

Reilly's performance of ^{any activities delegated to SLP under Exhibit B} ~~such activities~~ shall not preclude ^{Reilly's} right to recover the cost thereof from SLP. For purposes of this CD, Reilly shall be considered to be in compliance with this CD as long as the tasks required ~~that~~ ^{under the CD} Reilly ~~hereunder~~ are being implemented in a timely and satisfactory manner, whether by Reilly or SLP, ^{or are expensed by the permission of} ~~this CD, and during the 30 day period referred to above.~~

10/17/85

DELAY IN PERFORMANCE

Reilly shall not be entitled to an extension or excuse simply because weather conditions are more severe at the ^{work} Site than anticipated; however, ^{shall be entitled to} Reilly ~~may seek~~ an extension or excuse pursuant to this Part N.3 if ^{such as can show that} weather conditions ^{in SLP} are ~~substantially more severe than historic conditions for St. Louis Park, Minnesota during the time of year in which the work is to be performed so that~~ ^{make} performance ~~is~~ impossible or unachievable without extreme and unreasonable difficulty, ~~injury or loss.~~

as so severe ~~etc~~ as to prevent performance of the work w/o extreme & unreasonable difficulty